

1895-043  
Lee Co.

Chancery Causes: A. Johnson vs. Grant Turner &c

Kincaid, Ball, Ely, Eldridge

CA- Contract Dispute  
T- Property

-Deed



To the Honorable W.F. Miller, Judge of the Circuit Court of Lee County;

Humbly complaining, your orator, A. Johnson, a citizen of the said County of Lee, would respectfully represent unto your honor, that on the 17th. day of January, 1895, he was the sole and lawful owner of five yoke of oxen, which on that day he sold and delivered to one J.L. Pennington for the sum of \$200.00, to be paid on the 1st. day of April, 1895; that by the terms of the sale said Pennington was to execute <sup>to secure</sup> a deed of trust on said oxen <sup>and before they were delivered to him</sup> for the payment thereof, which he did do on the very day and time the sale was made to him; that the deed of trust so executed on said cattle was duly recorded in the Clerk's office of County Court of Lee County, on the 21<sup>st</sup> day of January, 1895 in deed book No. 31 page 115; and that the said Pennington farther executed to your orator his note for \$200.00, payable on the 1st. day of April, 1895, and <sup>filed marks D. & N. & prayed to be taken as a part hereof</sup> waived the benefit of the homestead law, <sup>which deed & note are here</sup>

Your orator will farther show unto your honor, that at the time he sold <sup>as he is informed</sup> said cattle to the said Pennington there were three judgements against the said Pennington, one in favor of B.F. Kincaid and M.S. Ball for \$52.10 with interest thereon from the 25th. day of August, 1894 and \$6.57 costs, one in favor of Carter Eldridge for \$26.75, with interest thereon from the 11th. day of Sept., 1894 and \$5.87 costs, and one in favor of Grant Turner for \$22.37 1/2 with interest thereon from &c the 1st. day of Jan., 1894 and \$7.85 costs; that on that day, that is <sup>on</sup> the day of sale of said cattle to said Pennington, executions had been issued on said Judgements from the County Court Clerk's office directed to the Sheriff of said County or to any constable thereof, which were in the hands of Jas. P. Ely, a constable of the said County; that each of said executions were on the 16th. day of January, 1895 by the said <sup>according to his return endorsed thereon</sup> Ely levied upon four yoke of the said cattle; and that the said Ely on the 20th. day of February, 1895 by virtue of his levy went and took possession of the four <sup>orator</sup> yoke he levied upon, and now have the same advertised for sale on Monday next, the 4th. day of March, 1895, your <sup>orator</sup> having given the said Ely Notice of his said deed of trust.

The premises considered, your orator is advised that he has a lien on the said cattle, which is prior to the lien of the said execution creditors; his prayer therefore is, that Grant Turner, B.F. Kincaid, M.S. Ball, <sup>Jas. P. Ely</sup> and Carter Eldridge be made parties defendants to this bill of complaint, that they each be required to answer the same on oath fully and completely, that said sale be enjoined and inhibited until the rights of your orator can be determined.



and that all other, futher and general relief be granted your orator, which is  
consistent with equity and good conscience. May process issue &c. And your  
orator will ever pray &c. &c.

Runington Bros. P.O.

State of Virginia,

Lee County, to-wit:-

I, D.P. Sewell, a notary public in and for the county and State afore-  
said, do hereby certify that A. Johnson, personally appeared before me, in my  
county aforesaid, and made oath that the allegations contained in the fore-  
going bill, which he makes of his own knowledge are true, and that all other  
matters therein stated he believes to be true.

Given under my hand this the 4<sup>th</sup> day of February, 1895.

D.P. Sewell N.P.



Injunction granted pursuant to the prayer of the bill  
 enjoining the defendants each of them from selling the  
 cattle or any of them in the bill mentioned till the  
 further order of this court either in term time or  
 vacation. But before this injunction is effective  
 the plaintiff or some one for him must execute bond  
 before the clerk of this court in the penalty of \$200 <sup>or</sup>  
 with good security, conditioned to pay all costs that  
 may accrue & all damages that may be sustained  
 by any one by reason of suing out this injunction.  
 Should the same be dissolved & otherwise con-  
 ditioned according to law March 4<sup>th</sup> 1895 -

To the clerk of the circuit court of Lee County  
 W J Miller

J L Permington  
 Decd of Trust

A. Johnson

vs } Bill Injunction

Princiac & Dale



Pennington Gap Bank,

VIRGINIA.

~~\$200<sup>00</sup>~~

Pennington Gap, Va.

May 17

On April 1<sup>st</sup> 1895

I promise to pay to the order

A Johnson Esq.

Two Hundred

Dollars

Negotiable and payable without offset at PENNINGTON GAP BANK, of Pennington Gap, Va., for value received, and

I waive the benefit of my homestead and all other exemptions of law as to the debt evidenced this note. Given under my hand date above written.

The undersigned principals and the endorers, sureties and guarantors hereby severally waive presentment for payment, demand protest and protest or non-payment of this note and diligence in bringing suit against any party hereto, and agree that time of payment may be extended without notice or other consent, and without effecting their liability.

J. S. Pennington

DUE April 1<sup>st</sup> 1895

Witness

affidavit

VIRGINIAN PRINT, JONESVILLE

WE as endorsers of this note, waive demand,  
notice, protest, all exemption laws; and guar-  
antee payment of same or any renewal thereof; and  
acknowledge that we sign with a full understanding  
of this notice.

"N"



This deed made this 17 July 1896  
by J. L. Pennington to J. R. Legg trustee  
all of Lee County Va.

Where as the said J. L. Pennington is  
justly indebted to ~~A. L.~~ A. Johnson in  
the sum of two hundred dollars evidenced  
by a note of even date herewith due April  
1st 1895; which sum of money the said  
J. L. Pennington granting the benefit of the  
homestead law hereby promised to <sup>pay</sup> the said  
A. Johnson on or before the day above  
mentioned, now the said Pennington being  
shameless and willing to secure the payment  
of said sum of money in consideration  
of the premises and one dollar in hand  
paid doth hereby give grant bargain  
& sell with Covenant of General Warranty  
unto said Legg trustee five yoke of  
work cattle.

the same having been bought from Paul Kleink  
and sold by him to said A. Johnson and  
by him to said J. L. Pennington  
to have and to hold said Cattle unto  
the said Legg and his heirs forever.  
In trust nevertheless to secure unto the  
said Johnson the said sum of money



and if the same be not paid prior  
before the 1st day of April 1895- then at  
the request of said Johnson said Begg  
at such place as he may deem proper  
after having advertised the time times and  
place ~~for~~ of sale for 10 days in 3 or  
more public places in said County  
shall proceed to sell the same at  
public outcry to the highest and best  
bidder for cash in hand  
and out of the proceeds of said sale  
he shall first pay all the costs attending  
the execution of this trust and com-  
-missions of sale and second he  
shall pay said sum of money to said  
Johnson as such part thereof as shall  
may then be unpaid and the residue  
if any he shall pay to said Perryman  
But if the said Perryman shall make  
no default in the payment of said  
sum of money or any part thereof  
then this deed to him & said children  
to remain in full force & virtue  
Witness the following signatures & seal  
this the 17th January 1895

J. S. Perryman



Virginia Gloucester County - to 2001.

In the office of the Clerk of said County  
the 21<sup>st</sup> day of January 1895 this deed  
was presented and together with the certificate  
thereunto annexed -  
admitted to record.

Test: J. F. Richmond Clerk

Virginia Lee County. Va  
I Affirm a Notary  
Public for the County in the  
State aforesaid do certify  
that J. L. Pennington whose name  
is signed to the foregoing  
Deed bearing date Jan<sup>y</sup> 17/95  
has acknowledged the same  
before me in my County  
aforesaid. Given under  
my hand this 17<sup>th</sup> day of  
January 1895

Charges  
50¢

*[Signature]*  
Notary Public

Seal Past  
J. L. Pennington  
R. Legg Trustee  
Recorded in Deed  
Book No 31  
Page 115  
J. F. Richmond  
Clerk

Examined,  
C 125  
4.35  
1.75 Paid

Filed January  
21<sup>st</sup> 1895  
J. F. Richmond



A. Johnson }  
vs } In cu  
B. F. Kincaid et al

This cause came  
on this day to be heard and  
it appearing that the plaintiff's bill  
has been lost and upon motion  
of the defendants a rule is hereby  
awarded against the plaintiff  
to show cause if any he can  
why he does not supply his  
bill and the cause is  
Continued.



A. Johnson  
vs. J. L. L. L.  
B. F. L. L. L. L.

Entered in Chancery  
Order Book 6  
Page 208  
Enter  
Jan 8<sup>th</sup> 1875.  
M. L. M.



Commonwealth of Virginia,

*or any Constable*  
To the Sheriff of Lee County, Greeting:

We command you that of the goods and chattles of

*J. L. Pennington*

late of your bailwick you cause to be made \$ *22.37 1/2*, with legal interest thereon from the

*1st* day of *January* 189*4*, 'till payment, which *Grant Turner*  
lately in our county court of Lee county, has recovered against *him* suit for *debt*

also \$ *7.85*, which to the said *Grant Turner* in our court were adjudged for  
*his* costs in that behalf expended whereof the said *J. L. Pennington*

convicted as appears on record. And that you have the same before the Judge of our court at  
the court-house on the first Monday in *February* next to render to the said

*amount* of the *debt* and costs as aforesaid. And have then there  
this writ. Witness S. V. F. RICHMOND, Clerk of our said court at the court-house, this the

*22nd* day of *Novr* 189*4*, in the *119* year of the commonwealth.

*22.85*

*2.50*

*22.00*

*7.85*

*S. V. F. Richmond* Clerk.



not executed to poss. refusing  
to surrender my bond which  
I require - March 4, 1895  
J. P. Ely & J. B.

28

Grant Turner

vs. { FI-FA.

J. P. Remington

July R. 1894

Executed by Leasing on  
one yoke of work cattle  
to satisfy this judgment  
+ execution this Jan the 16  
day 1895 by J. P. Ely C. S.

Executed by taking the  
said cattle in possession  
this Feb the 20 = 1895 by  
J. P. Ely C. S.

Orn. Ely & Orn. others

to 5<sup>th</sup> & 1<sup>st</sup> Legal Fee balance to Orn. Ely & Orn.

Wm. A. Orn. & Co.



**The Commonwealth of Virginia.**

*or any constable,*  
**To The Sheriff <sup>of Lee County</sup> Greeting:**

*We Command You,* That of the Goods and Chattels of

*J. D. Pennington & 2044 R. Johnson*

late in your Bailiwick, you cause to be made \$ *104.20*, the penalty of a Forthcoming bond, to be discharged by payment of \$ *52.10*, with legal interest thereon from the *25th* day of *August*, 18*94*, till payment, which *Kincaid & Ball*

*County*  
lately in our Court of Lee County, has *be* recovered against *them* by motion on said bond

Also, \$ *6.37*, which to the said *Kincaid & Ball*

in our Court were adjudged for *their* costs in

that behalf expended whereof the said *J. D. Pennington & R. Johnson*

convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in *March*

next, to render to the said *Kincaid & Ball*, *amount*

of the *Debt* and costs as aforesaid

And have then and there this writ. Witness, *J. A. G. Hyatt*, Clerk of said Court at the Courthouse.

This *17th* day of *December* 18*94*, in the *119* year of the Commonwealth.

*J. W. Richmond* Clerk.

*LA 2.50*  
*C 2.37*  
*Const 1.50*  
*6.37*



Q / v,  
Kincaid Ball  
vs J. H. Ha  
J. H. Pennington et  
al.  
March 18 1895

Executed by levying  
on Two yoke of  
Work cattle belonging  
to J. L. Pennington to  
satisfy this judgment  
H. Execution this Jan  
the 16 day 1895 by

James P. Ely  
C. J. Q.  
Executed by taking the  
said cattle in possession  
this Feb the 20 day 1895  
by J. P. Ely C. J. Q.

Not - Executed the full 20<sup>th</sup> owing to  
give indemnity on bond which  
required Marshal the 4<sup>th</sup> = 1895 -  
J. P. Ely C. J. Q.